

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF New York

In re:

PURDUE PHARMA L.P., et al.,

Debtors.¹

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ORDER (I) AUTHORIZING THE ASSUMPTION OF A CERTAIN UNEXPIRED LEASE
AND (II) FURTHER EXTENDING THE DEBTORS' DEADLINE TO ASSUME OR REJECT
CERTAIN UNEXPIRED LEASES WITH THE PRIOR WRITTEN CONSENT OF THE
LESSORS UNDER SUCH LEASES**

Upon the motion (the “**Motion**”)² of Purdue Pharma L.P. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order, pursuant to sections 105(a) and 365 of the Bankruptcy Code, Bankruptcy Rule 6006 and Rule 6006-1 of the Local Rules, (i) authorizing the applicable Debtor to assume unexpired lease of nonresidential real property, identified in the Motion as the Avrio Lease, and (ii) further extending the Debtors’ deadline to assume or reject certain unexpired leases with the prior written consent of the lessors under such leases; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the opportunity for a hearing thereon having been provided; and upon the record of the hearing held by the Court on March 18, 2020; and there being no objections to the requested relief; and no further notice being required; and, after due deliberation the Court having determined that the legal and factual bases set forth in the Motion establish good and sufficient cause for the relief granted herein, in that the relief requested is in the best interests of the Debtors, their estates, creditors and all parties in interest and a proper exercise of business judgement and the Debtors have satisfied the applicable requirements of section 365 of the Bankruptcy Code; now, therefore,

IT IS HEREBY ORDERED THAT

1. The Motion is hereby granted as set forth herein.
2. Pursuant to section 365(a) of the Bankruptcy Code, the applicable lessee Debtor is authorized to, and hereby does, assume the Avrio Lease.
3. The applicable lessee Debtor shall pay the Avrio Lessor \$26,216.13, and such payment shall cure any defaults under the Avrio Lease and satisfy such obligations under section 365(b)(1) of the Bankruptcy Code.
4. The time within which the Debtors must assume or reject the Extended Deadline Leases under section 365(d)(4) of the Bankruptcy Code is extended, with and conditioned upon the prior written consent of the applicable lessor, through and including the date provided for such lease on Exhibit 1 attached to this Order (the “**Consensual Deadline**”), which exhibit is incorporated in this Order by reference as if fully set forth herein, or such later date as may be

agreed in writing between the Debtors and the applicable lessors without the need for further order of the Court.

5. This Order is without prejudice to the rights of the Debtors to seek further extensions of the time to assume or reject the Extended Deadline Leases with the consent of the affected lessors as contemplated by section 365(d)(4)(B)(ii) of the Bankruptcy Code.

6. Any Extended Deadline Lease proposed to be assumed or rejected by the Debtors on or prior to the Consensual Deadline shall not be deemed rejected under section 365(d)(4) of the Bankruptcy Code and shall be assumed or rejected only upon further order of the Court approving such assumption or rejection.

7. The Debtors' right to assign the Avrio Lease, pursuant to section 365(f) of the Bankruptcy Code, is expressly preserved, and the Debtors may seek to assign the Avrio Lease in the future notwithstanding any provision of such lease that prohibits, restricts or conditions the assignment of such lease, *provided* that the conditions of section 365(f)(2)(B) of the Bankruptcy Code are satisfied.

8. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

9. The contents of the Motion and the notice procedures set forth therein are good and sufficient notice and satisfy the Bankruptcy Rules and the Local Bankruptcy Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

10. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the relief granted in this Order.

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11. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: White Plains, New York
March 18, 2020

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Extended Deadline Leases

Extended Deadline Leases

Lease/Sub-Lease	Lessor	Consensual Deadline
Lease dated November 29, 2011, as may have been amended, modified or supplemented from time to time, by and between Clariant Corporation and Rhodes Technologies, for certain premises described more fully in the Lease and located at 498 Washington Street, Coventry, Rhode Island 02816	Clariant Corporation 4000 Monroe Road Charlotte, North Carolina 28205	December 31, 2020
Sublease dated December 8, 2017, as may have been amended, modified or supplemented from time to time, by and between Skadden, Arps, Slate, Meagher & Flom, LLP and Purdue Pharma L.P., for certain space described more fully in the Sublease and located at 1420 New York Avenue, NW, 2nd Floor, Washington, DC 20005	Skadden, Arps, Slate, Meagher & Flom, LLP Four Times Square New York, New York 10036 (tenant/sub-landlord) CNBB Owner LLC c/o Paramount Group, Inc. 1633 Broadway, Suite 1801 New York, New York 10019 (Landlord)	December 31, 2020
Lease dated May 14, 2015, as may have been amended, modified or supplemented from time to time, by and among Waterfront Revival LLC and Imbrium Therapeutics L.P., for certain space described more fully in the Lease and located at 64 Church Street, Unit 2, Warren, Rhode Island 02885	Waterfront Revival LLC c/o Brandt Heckert 26 State Street Warren, Rhode Island 02885	December 31, 2020